Klamath County, Oregon

M-43839

THIS INSTRUMENT WAS PREPARED BY AND UPON RECORDING RETURN TO:

Rebecca S. Eisner Mayer, Brown & Platt 190 South LaSalle Street Chicago, Illinois 60603 312/782-0600

FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

This FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Amendment") is made as of March 31, 1992, by and between Crown Pacific (Oregon) Limited Partnership, a limited partnership created under the laws of the State of Oregon (the "Trustor"), and The Bank of Montreal (the "Bank of Montreal"), a Canadian chartered bank, as Agent for itself and the other Lender Parties (defined below) (herein, together with its successors and assigns, in such capacity called the "Beneficiary").

RECITALS

- A. Original Credit Agreement. Caisse Nationale de Credit Agricole ("Credit Agricole"), and certain other lenders, including Bank of Montreal (collectively the "Lender Parties"), Bank of Montreal as Agent for the Lender Parties and Trustor heretofore entered into a Credit Agreement dated as of October 4, 1991 (the "Original Credit Agreement").
- B. Original Deed of Trust. Trustor heretofore executed and delivered to First American Title Insurance Company of Oregon as Trustee for the benefit of Beneficiary a certain Deed of Trust, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing dated as of October 4, 1991 (the "Original Deed of Trust"). Said Original Deed of Trust encumbers the land (the "Land") legally described on Exhibit A hereto and was recorded as set forth on Exhibit B hereto.
- C. <u>First Amendment to Credit Agreement</u>. Trustor, the Lender Parties and the Agent have concurrently herewith entered into a certain First Amendment to Credit Agreement dated as of even date herewith (herein called the "<u>First Amendment to Credit Agreement</u>") for the purpose of amending the Original Credit Agreement. Terms which are capitalized herein but not defined

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herein are defined for purposes hereof as defined in or for purposes of the First Amendment to Credit Agreement. The Credit Agreement, among other things, (i) increases the face principal amount of the Notes (defined as in the Original Deed of Trust) from \$75,000,000 to \$85,000,000; (ii) authorizes the issuance of the Credit Agricole Replacement Note to evidence the increased indebtedness under the Credit Agreement; (iii) substitutes the definition of "Percentage" as defined in the Original Credit Agreement with a new definition of Percentage (the "New Percentage") and (iv) substitutes the definition of "Commitment Amount" as defined in the Original Credit Agreement with a new definition of Commitment Amount (the "New Commitment Amount"). Pursuant to the First Amendment to Credit Agreement, Credit Agricole has committed to lend to the Borrower the additional principal amount of \$10,000,000 and to take from the Borrower, a replacement promissory note in the amount of Credit Agricole's New Percentage of the New Commitment Amount, (herein, as from time to time supplemented, extended or replaced, called the "Credit Agricole Replacement Note"), payable to the order of Credit Agricole with a final principal installment due and payable in full, if not sooner, on or before September 30, 1996.

D. <u>This Amendment</u>. Trustor and Beneficiary desire to amend certain terms and provisions of the Original Deed of Trust in order to incorporate the changes set forth in the First Amendment to Credit Agreement.

NOW THEREFORE, in consideration of the premises, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

- 1. The term "Obligations" as that term is used in the Original Deed of Trust shall include all obligations arising under the Original Credit Agreement as amended by the First Amendment to Credit Agreement, the Notes including the Credit Agricole Replacement Note and the Related Documents (as defined in the Original Deed of Trust).
- 2. The term "Credit Agreement" as used in the Original Deed of Trust shall mean the Original Credit Agreement as amended by the First Amendment to Credit Agreement and as it may hereafter be amended, modified, supplemented or restated from time to time.
- 3. The term "Note" and "Notes" as used in the Original Deed of Trust shall include the Credit Agricole Replacement Note.
- 4. The term "Percentage" as used in the Original Deed of Trust shall mean the New Percentage.

- 5. The term "Commitment Amount" as used in the Original Deed of Trust shall mean the New Commitment Amount.
- 6. The terms "Deed of Trust", "thereof", "herein" and "hereunder" as used in the Original Deed of Trust and hereafter in this Amendment shall hereafter mean the Original Deed of Trust as heretofore, now or hereafter amended.
- 7. Trustor confirms for the benefit of Beneficiary that the Deed of Trust secures except as expressly otherwise stated in the Deed of Trust, the payment or satisfaction of all the Obligations of the Trustor to Beneficiary and the Lender Parties arising pursuant to the Original Credit Agreement as amended by the First Amendment to Credit Agreement, the Notes, the Credit Agricole Replacement Note and any other Related Documents, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent or now or hereafter existing or due or to become due.
- 8. The amounts \$75,000,000 and \$150,000,000 set forth in Section 4.21 of the Original Deed of Trust are hereby changed to read \$85,000,000 and \$170,000,000 respectively.
- 9. Except as amended hereby, the Deed of Trust and all terms, conditions and provisions thereof shall in all respects remain unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect.
- 10. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Trustor and Beneficiary have duly executed this Amendment below as of the date first above written.

TRUSTOR:

WITNESS ATTEST:	CROWN PACIFIC (OREGON) LIMITED PARTNERSHIP, an Oregon limited partnership	
By: Stive Volach Name: Steve Nobach Titlo:	By: Rogullar Name: Rober L. KRAGE Title: SECRETARY	
	BENEFICIARY:	
ATTEST:	BANK OF MONTREAL as Agent	
By: Roll Frier	By: Hallen.	
William R. Grieve	Name: Robert L. McGlashan	
Senior Account Manager	Title: Vice President	

Vice President

Senior Account Manager

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon: TOWNSHIP 23 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAH

SECTION

- 2: Lot 4 (NWINWI), SEINWI. SWISWI
- 11: NAMA ;
- 17: 3454
- seinut, eisut, Loce 2. 3 & 4 18:
- Entire Section 19:
- SWł, Włseł 20:
- Sini, Niswi, Seiswi, Sei Sigui 21:
- 22:
- 25: SH! SH!
- That portion of the SEISEI lying Southeasterly of Hwy 97, 26: and Northeasterly of a line that is 33 feet distant Northeasterly from the centerline of the existing socess road to a former logging camp site, said access road being more specifically described in the deed recorded in Volume 254 page 630, records of Klasath County, Gregon.
- Ni. Hisi. Siswi 27:
- 28: 医节
- MAT' MIRMS' RASRAT' MATRES 29:
- Entire Section 30:
- Entire Section 31:
- 32:
- winet, wi. set wiseinet, wiseisethet, satzefnet. 33: SEINUI, NISUI, MINUINEISEI
- 34: HAMA
- 36: NWINWI, EISEI

TOWNSHIP 23 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN

- net, niset 19:
- 20: 병호
- 28: Sinut, Sut, Wiset
- Sinet, Wi, Set 29:
- Eł 30:
- Entire Section 31:
- Entire Section 32:
- nafnet" 2146f" Af" 25f 33:

TOWNSHIP 24 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN

SECTION

- 25: Eatire Section
- 35: SISI
- 36: Entire Section

TOWNSHIP 24 SOUTH, RANCE 8 EAST OF THE WILLAMETTE HERIDIAN

- 1: Entire Section
- 2: B184
- 11: Binge
- 13: NET, SINUT, ST
- 14: SE
- 19: St Lot 3, Lot 4, SEtSHt, StSEt
- 20: Et. Minut, Suinut, Seisut
- 22: Et, Staut, Sut
- 23: #1, E1SW1, SE
- 24: Entire Section
- 25: NEINEI, NINVI, SWINWI and
 Beginning at a point 1220.0 feet West of the Southeast corns:
 of the NEI of said Section 25; thence North 436.0 feet;
 thence West 100.0 feet to the West line of the SEINEI of said Section 25; thence North along said West line 884.0 feet,
 more or less, to the Northwest corner of said SEINEI; thence
 East 440.0 feet; thence South 1320.0 feet, more or less, to
 the South line of said NEI, thence West along said South line
 340 feet, more or less, to the point of beginning. EXCEPTING
- 26: NEt. EINUt. SESWENUS
- 27: WW. 81
- 28: Nutsut, Sist, NEtset
- 29: Entire Section
- 30: Entire Section
- 31: Estire Section
- 32: Singi, Nvinzi, Wi, nziszi
- 33: Minel, Swinel, We, Wisel, Seisel
- 34: minel, sutsut
- 36: Simi West of Muy. 97. LESS 1 sore to Biden. LESS A strip o land containing 1.35 scres described as Parcel #3 in Deed Volume M86 page 4714, Records of Klamath County, Oregon.

TOWNSHIP 24 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN

- Einsi, winni, wishi, seishi, sei
- NEL. SELNVI. SI 2:
- SEISWI, NEISEI, SISEI 3:
- Nut, uisut, setsut 5:
- Hi. Sui, Nisei 6:
- 7:
- MAT' MICAT SETHET' ST 8:
- 9: Sisi
- 10: Et. Etwi. SwiSwi
- Entire Section 11:
- Entire Section 12:
- Minei, Suinei, Nui, Misui, Suisui 13:
- Entire Section 14:
- 15: Entire Section
- Entire Section 16:
- SEINEI, Si. That portice of the SEINWI lying Southeasterly 17: of Hwy. 97; the WiNWi westerly of the following described line: Beginning at a point 1312.72 feet East of the Northwest corner of Section 17; thence South 875.28 feet; thence S. 31-28' W. 1184.0 feet; thence S. 47°28' W. 640.0 feet: thence S. 35°29' W. 373.78 feet to the West & corner of said said Section 17.
- Entire Section LESS 0.12 acre Hwy Right of way in SEESEE 18:
- Entire Section, EXCEPT THE FOLLOWING: 19:
- 1) Parcel conveyed to Midstate Electric Cooperative, Inc., by Deed Vol. M69, page 98.
 - 2) Parcel conveyed to Klamath County School District by Deed Vol. M76, page 11148.
 - 3) Parcel conveyed to Roman Catholic Biship of the Diocese of Baker, a non-profit Oregon Corporation, by Deed Vol. M78, page 26694.
- 20: Entire Section LESS portion in Klamath County School District LESS 1.56 gares Buy Right of way is NV!NV!
- 21: Entire Section
- 22: Entire Section
- 23: Entire Section
- MAT' 21 24:
- 25: Mi. Swi. MEisel
- 26: Batire Section
- 27: Batire Section
- 28: Entire Section
- Ratire Section EXCEPT 0.80 acre deed to U.S.A. 29:

TOWNSHIP 24 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN continued

- 30: A) EinEi, LESS parcels conveyed to Crescent Water and Sever Service Assn. by Deed Vols. M66 pages 12571, 12573 & 12575, Vol. M73 page 6327.
 - 8) The EisEt and SWisEt
 - C) WiNE! lying Westerly of the Easterly line of the Outlots as shown on the plat of Cresent. Government Lots 1 and 2 and the NE!NW!, SAVING AND EXCEPTING that portion of the SE!NW! and N!SW! lying Westerly of the Easterly line of the Outlots as shown on the plat of Crescent, and North of the Crescent Cutoff County Road.

That portion of NWiNEt lying Westerly of Dalles-California Highway and Easterly of the Easterly line of the Outlots as shown on the plat of Crescent, EXCEPT any portion lying within the Townsite of Crescent, now vacated; ALSO SAVING AND EXCEPTING that portion deeded to Matt Kegler and Vince Purlott in Deed Volume 326 page 441, more particularly described as follows: Beginning at a point marked by an iron pin on the Westerly right of way line of the Dalles-California Highway opposite Engineers Station 1574+80.14 said point being the point of intersection of the Westerly right of way line of U. S. Highway 97 and the section line between Sections 19 and 30, Township 24 South, Range 9 East W.M., and is 927.56 feet from the t corner between Sections 19 and 30, thence South 15°34' West 80.10 feet to an iron pin; thence N. 74°26' W. 80 feet to an iron pin; thence N. 15°34' E. 58.24 feet to an iron pin; thence S. 89°43' E. 82.93 feet to the point of beginning.

D) A parcel in the SWiNZi of said Section 30 described as follows: Beginning at the corner common to Scotions 19, 20, 29 & 30, Twp. 24 S.R. 9 E.W.M. and running thence S. 87°41'30" W. 1722.76 feet to a point on the Westerly right of way line of the Dalles—California Hwy.; thence S. 15°34' W. 450 feet; thence M. 74°26' W. 80 feet; thence S. 15°34' W. 951.26 feet to the True Point of Beginning; thence S. 74°26' E. 80 feet to the Westerly line of the highway; thence M. 13°34' E. along said Westerly line to the North line of said SWiNEi; thence West along said North line to a point 80 feet Westerly at right angles from the Westerly right of way line of said highway; thence S. 15°34' W. to the Point

of Beginning.

TOWNSHIP 24 SOUTH, RANGE 9 EAST OF THE WILLAMETTE HERIDIAN continued

That portion of the NEISWI & the SWISWI lying Westerly of Klamath Northern Railroad and Essterly of E) the extension of the Southeasterly line of Riverview

Lot 1, Block & Townsite of Crescent, now Street. vacated, and also known as a tract of land situated in Section 30, Township 24 South, Range 9 E.W.M., and more particularly described as follows: Beginning at the intersection of the Easterly line of the Plat of Crescent and the centerline of vacated Parker Street as shown on said plat, thence West along said centerline 99.5 feet, more or less, to the centerline of vacated alley, if said centerline was extended southerly, thence North 39°49' E. 118.5 feet, more or less, to the Easterly line of said plat; thence South 0°03'10" West 154.82 feet, more or less, to the point of beginning.

- EFEF. HUINES 31:
- Entire Section 32:
- Entire Section 33:
- 34:
- Entire Section, LESS 3.0 acre G.N.R.R. in SEESEE
- HEINEL, LESS 3.03 acres B.H. Right of Hey, Nuchut, Nisut 35:
- LESS B. H. Right of way, NW | SE | 36:

TOWNSHIP 24 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN

SECTION

ı

- NEINE! LESS 3.15 acres G. N.R.R. Right of way, Sininginel, SHINNINE; NISEINHINE; SHISEINHINE; NAINEISHINE; HAS ZAFNES " HAFZMF ZAFNES" HAF" HFHRFHEF ZAF " E FHRFZAF Eininaizaf " weizafzaf" Einafzafzaf " Zainafzafzaf zafzafzaf
- Entire Section **5** 2
- Entire Section 6:
- Mi, Sui, Nisei 7:
- 6:
- Afuninat' Safua s Af' nisi 91
- 224 220
- Lestro-Soction 444

- مراول We lying West of G.N.R.R. Right of Way Sist LESS G.N.R.R. Right of way 16:
- 17:
- MVINET, MVI. NVISWI, SEISWI, SISEI LESS G.N.R.R. Right of WI 19: 20:
- 44-44-44-4
- -0101-H31-H44-H444-**49**T
- -Book 00-800-800
- -Battes-Seetles

TOWNSHIP 24 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN continued

> 26+ SINSIT SHINSIT SEL 274 WINH - WHIER 28: SINST SELSWE, OSTOST 29: NEINWI, SINWI, NISWI, SWISWI 30: NWINEI, NWI, SEISEI LESS G.N.R.R. Right of way 31: NEINEL, SINEL, SEINWI, EISWI, SEI
> 32: SEINEL, NINWI, SWI, WISEI 33: MBHREL NENKE wai, salawi, wical, calcal 44-

TOWNSHIP 24 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN

SECTION

HELT Lots 1 through 10 inclusive, Nicely Suicely LECC Hoy- NACH - OF HOP -Castro-600+600 31: StHEt, NiSEt, Lots 8, 9, 18, 19 & 20 35: NEISEL LESS HWY. Right of way

TOWNSHIP 25 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN

SECTION

2: That portion Northeasterly of Hay. 58
3: Lot 1 Northeasterly of Hay. 58, NW & SE &

11: HE ! Northeasterly of Hay. 58

12: That portion Northeasterly of May. 58 13: That portion Northeasterly of Hay. 58

TOWNSHIP 25 SOUTH, RANGE 8 EAST OF THE WILLAMETTE HERIDIAN

```
MATSAT ATSATEAT
     WI, SEE
 2:
 3: Ni, Hiswi, Seisui, Sei
4: Neinei (Loc 1), Hinwi (Loca 3 & 4), Seisui, Seisei
     NETNET (Lot 1), Wi. EisEi
 5:
 6:
      Entire Section
 7:
      Entire Section
      NINE; SISE!
SIN!, SW!
NM!, NM!SW!
 8:
 9:
10:
11:
      Entire Section
      SINWINEL, SININGINEL, SINELNWI, SININELNWI, SINWINWI, SININWINWI, WININGINWINWI, SWINWI SWINEL, SINWI, NISWI, NUISEL LESS 16.65 acres Hwy. Right of
12:
13:
      way in SWINW! & NWISW!
14:
      Hi, Wiswi, Heisel Less 1.05 acre Hwy. Right of way
      NINWI, SEISEI
15:
16:
      Entire Section
17:
      E
     Winet, wi, wwiset
18:
19:
     EISWI
      HINEL
20:
23:
      Entire Section
24:
      SINEI, EISWI, SEI
25:
      NINI, SEINEL
30:
     NWINEI, SEINE
     SWINEI, NWISEI, LESS 11 acres S.P.R.R. Right of way in SWINE:
31:
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SECTION

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MINNE
 2:
      Entire Section Less .50 acre 8. H. Right of way
      Entire Section
 4:
      Entire Section
 5:
      SISET
 6:
      SEINHI, NEISHI & Lots 2, 3 & 4
 7:
      EIEI. HI
 8:
      MATHET' METHAT' MIRT
 9:
      Einet, Wisht, Swiset
10:
      ERES, NWINES
11:
      SINI, SI
12:
      NI. EISEI
. 13:
      neinei. Sini, Swi, Misei
14:
      SINEL, SELNUL, ELSUL, HISEL
15:
      Eiri, nuinui, nuisui, nisei
16:
 17:
      HWINEL, SINEL, EIWI, NWINWI (Lot 1), SWISWI (Lot 4),
 18:
      NISEL, SEISEL
      Lots 2, 3 & 4, NE SWE
 19:
      Eiswi, Wisei
 21:
       SWINEL, NINWI, SEINWI
 22:
       HEL, HELSWI
 24:
       HATHAT
 28:
       SEINEL, WISWL, SELSWI, NEISEL
 29:
       NWINEL, EINWI, NEISWI, Lots 1, 2 & 3
SWINEL, NWISEL, EISWI, SEINWI, Lots 2 & 3
 30:
 31:
       HATHET' MINAT' SETHAT' HATER!
 32:
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TOWNSHIP 25 SOUTH, RANGE 10 EAST OF THE WILLAMETTE HERIDIAN

```
HEŁ
    NI, SHI, WISE!
2:
     Lot 2, Sinet, Lot 3, Swinwi, SEt
3:
     SWINEI, LOT 4, SINWI, WISE!
4:
     Lote 1, 3 & 4, 54
5:
     MEI, SEISHI, MISEI, SEISEI
6:
     SINEI, WI
7:
     8
 8:
     Entire Section
 9:
     Entire Section
10:
     HWINEL. SINEL, WI. HWISEL
11:
     Bånat' 2Af
12:
     Hini, Seinei, Sinai
13:
     Ring, Safuaf. 25f25f
15:
     Misi, Sisut, SuisEt
17:
     ME ! SW !
19:
     BATHAT
20:
      HHFHEF
22:
      自国籍专制国表
23:
     Swinei, mui, misut, hwiset
24:
      afant' anfant
afant' asfant
25:
28:
      HAFHAF' SEFMAF
33:
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TOWNSHIP 25 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN SECTION

2: SEISHI. SHISE! Lot 4, SiNWi, SWI Lot 2, SiNEi, SEINWi, Si Lots 14, 20 6 21, SE 3: 4: 6: 7: NEt, Lots 15, 17, 18, 19 6 20 8: HI, SEI 9: NEt, Hilli 10: SEINES, WI. ESSEL 11: Wł, E&SE! NEINWE, SINWI, NISWI, SWISWI, SEI 12: 13: SELSEL SAFMAF . SAF SAF 14: 15: Ninei, neinwi, neiswi, seisei 16: Entire Section 17: Entire Section 18: Et, Lots 1, 3, 8, 14, 19 & 20 20: SINI, SI HWINEL, WIWI, SEISEI 21: 22: NATHEF. HET HAF. SATERF. 281 23: SWI, SEISEI SEINEI, NEISEI 25: 26: HIN HWINWE 27: 28: Ninet, Neinut 29: W Lote 17 & 18, Wisely Lote 1, 8, 9, 16, 17, 19 & 20, SWISELY 30: 31:

TOWNSHIP 26 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN

SECTION

6: Lots 6 & 7 (Wiswi)

TOWNSHIP 26 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN

- 1: Lots 2 & 3, Sinvi, Nisvi, Seisvi 12: NUINES, NEINUS
- 13: SISE
- 24: et, ethat, sut
- MINET. NAT. MISH! 25:
- Eisei, Swisei per County Survey #4310 Stinut, NEISWi, Wisei 26:
- 33:
- 34: NISEL

COWNSHIP 26 SOUTH, RANCE 11 EAST OF THE WILLAMETTE MERIDIAN SECTION

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Lots 5, 6, 11 & 12, NW SW t, NW tSE t
Lots 5, 7, 8, 9, 10 & 11, St
3:
4:
     Los 8, SE
5:
     Lote 8, 9, 10 & 11, 32 Sul
 6:
     Los 1, NEINWI
 7:
     HINEL
 8:
      MATHET. NIMME
 9:
      HMINEY, NEINNI
10:
      Entire Section
16:
      Sisti, Stisut & Lot 4
NEt, Eivi & Lots 1, 2, 3 & 4
18:
      NEINEI, SEINHI, NEISHI, MISEI
NEINEI, MIEI, SEINHI, NEISHI, SISHI, SEISEI
19:
27:
28:
      SEL
30:
     Lot 4, Eisut, Wiset
31:
32: Wiei, Einwi, Nuinwi, Heiswi
      Efet. Hateaf
33:
       Entire Section
34:
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TOWNSHIP 27 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN

SECTION

35:

21: WiNW East of S.P.R.R. LESS B.N.R.R. Right of way

TOWNSHIP 27 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN

SECTION

1: Sinet, Si 2: Sinet, Seiswi, Eisei, Swisei 3: Sei

11: NINE

nw i sw i

I TOWNSHIP 27 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN

SECTION

2: Lots 2 & & 3: Lots 1 & 3 6: Lot 7

SAVING AND EXCEPTING therefrom any portion lying within the State Highways.

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:
Township 23 South, Range 9 East of the Willamette Meridian

```
Section 2: SVINVI, MISVE
Section 3: Government Lots 1, 2, 3 and 4, SWikWi, SEISHI, SEI
Section 4: Mt. Miswi, Estavi, Missi
Section 5: Ni Wiswi
             szinvi, swi, neiseł, siseł
Eł, Ełui, swisuł
Section 10:
              STRUT, NISHE
Section 11:
             Minne, Smith
Section 14:
Section 15:
             Mi. Swi. Wisel
            minni
nive; mi, nismi
nive; mi, nismi, sei
nive; mi, nismi, sei
Section 20:
Section 21:
Section 22:
Section 23:
Section 25: SELSUL
Section 28: Wh
Section 29: Wet, SaiSti, Stissi, Listi
Section 32: Bingh
Section 33: Himl, Sulmi, Sulsui, Misti
              Eiset, Suiset
Section 34:
              All of section lying Southeasterly of Bay 97
Section 35:
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Section 36: MEt. Einst, Swinst, Swi, Wiset

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Township 23 South, Range 10 East of the Willamette Meridian

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Section 1: Government Lots 1, 2, 3 and 4, 5 inEt, Stituit, St
Section 2: SEISET
Section 11: METHET
Section 12: St, METSET
Section 13: METHET
Section 24: EIST, SVISET
Section 25: METHET, METHET
Section 36: BINET, SVINET
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Township 23 South, Reage 11 East of the Willamette Meridian

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Section 5: All
Section 6: All
Section 7: All
Section 8: All
Section 17: All
Section 18: All
Section 19: All
Section 20: All
Section 26: All
Section 27:
            All
Section 28: All
Section 29: All
Section 30: All
Section 31: Governments Lots 1 thru 9, 16 thru 20, 21
Section 32: All
Section 33: All
            ALL
Section 34:
Section 35:
             All
Section 36:
             All
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Township 24 South, Range & East of the Willamette Maridian

Section 2: Government Lots 2, 3 and 4, SWiNZi, SiNVi, SVi, Wiszi Section 3: All Section 8: Government Lots 1, 2, 7 and 8, Eiszi Section 9: All Section 10: All Section 11: Winzi, Wi, SEi Section 11: Winzi, Wi, SuinWi, NWiSWi Section 16: All Section 20: SEimi, Miswi, Swiswi Section 20: SEimi, Miswi, Swiswi Section 20: SEimi, Miswi, Swiswi Section 21: All Section 28: Ei, MEiswi, Miszi

Township 24 South, Range 9 Rast of the Willsmette Meridian

Section 1: Covernment Lots 2 and 3, SEIMI, NEISVE, SWIME!
Section 3: Covernment Lots 3 and 6, SWIMI!
Section 4: SEIME, EISE!
Section 9: EI, MIS!
Section 10: WING, NWISWE

Township 24 South, Lange 11 East of the Willamette Meridian

Section 2: All Section 3: All Section 5: All Section 6: All Section 10: All Section 11: All Section 15: All Section 16: All Section 17: H²

Township 25 South, Range 7 East of the Willamette Meridian

Section 25: Wisel, Stist

Township 25 South, Range 8 East of the Willamette Meridian

Section 2: Mit

Township 25 South, Range 11 East of the Willamette Meridian

Section 25: SE\SZ\ Section 36: All

Township 27 South, Range 8 Zast of the Willsmette Meridian

Section 21: NiSWe lying Easterly of the Burlington Horthern Railway Right-of-way

SAVING AND EXCEPTING portions lying within rights of way for Railroads and Mighways.

ALSO EXCEPTING THEREFROM, the following described tracts:

Tract 1: Parcel 1 of Minor Partition Plat No. 52-91, records of Klamath County, Oregon;

Tract 2: Parcel 1 of Major Partition Plat No. 53-91, records of Klamath County, Oregon;

Tract J: Parcel 2 of Major Partition Plat No. 53-91, records of Klamath County, Oregon.

Tract 4: A tract of land, reserved and excepted to Gilchrist Timber Company, by the deed to Klamath County School District recorded in Klamath County Deed Records, Vol. M76, page 11148, as more particularly described therein, including a well, well house and a tract 25 feet in diameter surrounding the well house.

AND ALSO EXCEPTING THEREFROM, all of the NW1/4 SE1/4 in Section 18, Township 24 South, Range 9 East, W.M., Klamath County, Oregon.

AND ALSO EXCEPTING THEREFROM, the tract described in the attached EXHIBIT A-1.

PROPERTY DESCRIPTION FOR GILCHRIST SAWMILL TRACT

A tract of land situated in Sections 19 and 30, Township 24 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, being further described as follows:

Beginning at a 1 1/2 inch aluminum cap stamped "Oman OR702" set as part of Klamath County Survey Number 2135 marking the center-west one-sixteenth corner of said Section 30; thence North 89°59'25" West, 129.61 feet to a 5/8 inch iron rod with yellow plastic cap stamped "W&H Pacific": thence North 00°43'48" East, 581.98 feet; thence North 00°57'00" West, 659.67 feet. thence North 08°53'31" East, 173.46 feet; thence North 22°47'34" East, 125.21 feet; thence North 31°09'33" East, 170.48 feet, thence North 42°06'48" East, 126.95 feet; thence North 54°08'16" East, 335.07 feet; thence North 48°40'02" East, 137.86 feet; thence North 31°02'30" East, 120.80 feet; thence North 16°51'52" East 315.06 feet; thence North 08°33'43° East, 156.39 feet; thence North 29°47'20" West, 90.21 feet; thence North 04°26'16" West, 256.63 feet; thence North 29°31'40" West, 637.26 feet, thence North 68°17'15" West, 1448.58 feet; thence North 15°15'50" East, 537.11 feet; thence South 67°44'01° East, 1104.72 feet; thence North 07°59'49° West, 1010.20 feet; thence North 12°06'48° West, 1596.12 feet; thence North 69°05'03° East, 88.90 feet, thence South 35°31'34" East, 66.26 feet, thence South 43°11'08" East, 131.62 feet, thence South 47°07'55" East, 622.90 feet; thence South 48°21'34" East 691.87 feet; thence South 81°01'10" East, 47.07 feet; thence North 65°28'44" East, 110.88 feet; thence South 89°01'46" East, 106.04 feet; thence South 72°05'48" East, 657.54 feet; thence South 63°19'12" East, 80.79 feet; thence South 38°30'07" East, 111.93 feet; thence South 24°05'42" East, 481.01 feet; thence South 26°01'19" East, 194.21 feet, thence South 20°56'51° East, 148.78 feet; thence South 15°58'19" East, 262.21 feet; thence South 74°22'21" East, 66.62 feet to an angle point on the westerly line of Parcel 1 as defined by Partition Plat Number MP 53-91 previous to recording with IClameth County Records: thence along said westerly line of said Parcel I the following courses:

I

thence North 81°33'08" East, 333.88 feet, thence South 15°00'41" West, 678.21 feet; thence North 74°59'19" West, 618.42 feet; thence South 01°04'00" East, 1296.70 feet; thence North 89°56'12" East. 216.77 (cet; thence South 15°00'41" West, 80.47 (cet; thence South 74°59'19" East. 30.00 feet; thence South 15°00'41" West, 1335.95 feet to a point of spiral curvature; thence along the arc of a 2 degree railroad spiral curve offset 50 feet from centerline of said railroad curve, the long chord of which bears South 15°02'54" West, 41.47 feet to a point on the South line of said Parcel 1; thence leaving said westerly and southerly lines of Parcel 1 along the arc of a 2 degree railroad spiral curve offset 50 feet from centerline of said railroad curve, the long chord of which bears South 15°42'07" West, 116.98 feet to a point of spiral to curvature; thence along the arc of a 2814.79 foot radius railroad curve to the right, through a central angle of 24°00'37", the long chord of which bears South 27°09'13" West, 1017.53 feet to a point of curvature to spiral, said point being 50 feet westerly of the centerline of said railroad curve; thence along the arc of a 2 degree railroad spiral curve offset 50 feet from centerline of said railroad curve, the long chord of which bears South 38°24'35° West, 158.49 feet; thence South 39°01'18° West, 130.72 feet; thence North 50°58'42" West, 23.93 feet; thence South 39°00'19" West, 0.90 feet to a point on the east-west centerline of Section 30 as defined by Klamath County Survey Number 2135; thence along said centerline of Section 30 as defined by said Survey Number 2135, North 89°59'30" West, 1062.09 feet to the point of beginning.

Bearings are based on Klamath County Partition Plas Number MP 53-91.

EXHIBIT B

The Original Deed of Trust was recorded on October 4, 1991 in Volume M91, page 20471 in the Records of Klamath County, Oregon.

STATE OF ILLINOIS)
COUNTY OF COOK)

I, KRISTIN NYSTEDT, a Notary Public, do hereby certify that Robert L. McGlashan, personally known to me to be the Vice President of BANK OF MONTREAL, a Canadian chartered bank, and William R. Grieve, personally known to me to be the Senior Account Manager of said bank, and personally known to me to be the same persons whose names are subscribed to the foregoing document, appeared before me this day in person and severally acknowledged that as such Vice President and Senior Account Manager they signed and delivered the said document as Vice President and Senior Account Manager of said bank, and on oath stated that they were duly elected, qualified and acting as said Vice President and Senior Account Manager of said bank, and that they were duly authorized to execute such instrument as their free and voluntary act, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26 day of warch , 1992.

"OFFICIAL SEAL"
KRISTIN NYSTEDT
Notary Public, State of Illinois
My Commission Expires Jan. 3, 1996

Kistii Tystell Notary Public

Type or Print Name: KRISTIN NYSTEDT

My commission expires: 1/3/96

STATE OF OREGON) SS.

h day of March, 1992, before me, a Notary Public in and for the State of Oregon, duly commissioned and sworn, the undersigned, personally appeared Roper L. Krage , to me known to be the persons who signed Secretary and as of CROWN PACIFIC, LTD., an Oregon corporation as general partner of CROWN PACIFIC (OREGON) LIMITED PARTNERSHIP, an Oregon limited partnership, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that said officers of the corporation, that he and acting as was were authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

OFFICIAL SEAL
DONNA J. POZDOL
NOTARY PUBLIC - OREGON
COMMISSION NO.002118
MY COMMISSION FRANCES OCT. 07, 1994

Notary Public in and for the State of Oregon, residing at 10(190)

Type or Print Name: Donna J. Pozdol

My commission expires:

STATE OF OREGON, County of Klamath ss.

Filed for record at request of:

Klamath County Title Co.		
on	this <u>lst</u> day of April AD	19 92
81	o'clock P M, and dol	v recorded
Ш	Vol. M92 of Mortgages Page (5756
	Evelyn Biehn County Clerk	
	By Dauling Mullens	lore
To.		Deputy.

9061806 Ver 1 3/23/92 10:09